

as he could. He told Mr. Jackson he could not stand it any longer. Mr. Chadwick, upon telling him (defendant) that Oliver could do the mouldings at a lower figure than his, was told that he would do them at the same contract. The houses were open to him to send in a surveyor, and he should do so, as he felt certain the bill of Oliver included great extras from his specification, or that he had charged exorbitantly. Mr. Jackson appeared to forget the cisterns he (defendant) had put in, which were not in the specification, and Mr. Chadwick had charged him for trap-doors, and many other things, not in his specification.

The Judge.—If you have a set-off, you must now sue Mr. Chadwick for the amount of it, as you have neglected to plead in time. As the case stands, you (defendant) do not produce a surveyor, or any one to support your statement; whilst, on plaintiff's side, it appears you received three months' notice to return and finish your work, and you did not. My judgment is, therefore, for the plaintiff; but as you desire to bring a cross action, I will order the amount sued for to be paid at a period which will afford you an opportunity to prove your claim.

Verdict for plaintiff, and costs.

STARRS v. CLARKE.—This was an action to recover *St. 16s. 3d.* for carpenter's work. The plaintiff said he contracted to do the joinery of two houses for the defendant, who is a small builder, at 10% per house. He completed the first house, but not the second, in consequence of having no materials to go on with. He had been much detained. The sum now sued for was for the amount of the work he had done under the specification, and 1% is additional for extras.

Mr. Binns, for defendant, said, it was usual in the building trade for builders to erect one house and borrow money upon it, the loan of which enabled them in the end, by pursuing the same course, to build a street. In this way half of new London was erected. They also sub-contracted with labouring builders to do certain portions of the houses. The plaintiff had contracted to do the carpentering work, and had run away from it before it was finished. He, therefore, urged that the plaintiff had forfeited whatever value of work he had done by leaving it incomplete.

The defendant said, there were plenty of materials to go on with, and that it would now cost him more to finish the house than it was worth. The plaintiff ran away and told him he had got a job to go to which would last for thirty years.

The plaintiff here stated that he could prove there were not enough materials to go on with at any time, and that he left the contract because there were none at all. He could not afford to lose his time standing idle for timber.

Mr. Binns.—Well, he may go on with it now there are materials.

Mr. Stubbs.—No, Sir; I want my money for what I have done.

The Judge.—No doubt it would do the defendant good for the plaintiff to finish the house for nothing. I think the fault is not with the plaintiff, but that defendant kept him idle for want of materials. My judgment will therefore be for *St. 16s. 3d.* Verdict for plaintiff.

#### IMMENSE ALPACA MANUFACTORY NEAR BRADFORD.

We lately noted the fact of an immense factory being in progress of formation for Mr. Titus Salt, near Bradford. A correspondent has sent us the following particulars. The works, or rather the new town, with its 700 cottages and other dwellings, warehouses, &c. is to be called *Saltaire*. It is situated near the river Aire, whence, apparently, in combination with the founder's name, the name of *Saltaire* has been compounded. The estate is also near the town of Shipley.

The arrangement, design, and construction of the buildings are confided to Messrs. Henry F. Lockwood and Wm. Mawson, of Bradford, architects. There are three contracts for the masonry works, which are in the hands of Messrs. Fearnley and Wainwright and Messrs. Moulson, of Bradford, and Mr. Hogg, of Leeds, respectively. The joiners' work is also in three contracts, held respectively by Mr. Neill and Messrs. Beanland, of Bradford, and Messrs. Ives, of Shipley. The iron-work, a very extensive contract, is supplied from the foundry of Messrs. Cliffe and Co. of Bradford: these gentlemen will also construct the iron roofs; but the tubular girder-bridge has been contracted for, and is in the course of execution, by Messrs. Butler, of Stanningley. The contract for slating is in the hands of Messrs.

Josh. Hill and Son, of Bradford. The remaining contracts are not let. Messrs. George Hogg, James Ogilvie, and William Chesterton are the several clerks of works. The engines, boilers, and machinery are entrusted to Messrs. Wm. Fairbairn and Son, of Manchester.

The whole of the works are being constructed of stone, supplied by twenty quarries in the surrounding neighbourhood.

The mill itself will be 550 feet in length, and 72 feet in height above the level of the rails. It includes six stories, and is constructed of massive stone work in the boldest style of Italian architecture. The walls look more like those of a fortified town than of a building destined to the peaceful pursuits of commerce. The floors are formed on arches of hollow brick made on the ground by Clayton's patent process; the openings in the bricks being used for the purposes of ventilation. Rows of ornamental cast-iron columns and massive cast-iron beams support the arches. The roof will be of iron. The windows, of large size, are to be entirely filled with immense squares of cast plate-glass. The whole of this building will be fire-proof.

The gas-works, to be situated between the canal and river, are to be upon White's hydro-carbonic system, and are calculated to supply 100,000 feet per day for 5,000 lights, in the mills, sheds, streets, and houses of the work-people. When the works are finished, 4,500 hands will be required to keep them going. This will yield at once a population to *Saltaire* of from nine to ten thousand persons.

The architects are enjoined to use every precaution to prevent the pollution of the air by smoke, or the water by sewerage or other impurity. Wide streets, spacious squares, with gardens attached, ground for recreation, a large dining-hall and kitchens, baths and washhouses, a covered market, schools, and a church; each combining every improvement that modern art and science has brought to light, are ordered to be proceeded with by the gentleman who has originated this undertaking. The expense has been set down at half-a-million of money, but we hear that every expense connected with it will probably be more than met by less than half that sum.

It is said that a cotton-mill is in contemplation at Bolton of nearly equal magnitude. At Blackburn, Chorley, West Houghton, Kirkham, Ramsbottom, and throughout the manufacturing districts generally, new works are being constructed.

#### Notices of Books.

*Report of the Aeronomic Association.* London: Varnham, Bedford-street, Strand, 1852.

We all naturally look suspiciously at any thing which pretends to be what it is not, and being unable to discover the existence of such an association as that which figures on the voluminous title page of the volume purporting to be a report from it, and moreover finding a private interest the main object of the publication, we were disposed to let it pass without comment; the more so as we know nothing practically of "the Improved Patent Anti-Condensative Air-Conductor, or Terminal Smoke Vent," recommended in it as the universal Panacea for all the ills that flues are heir to. We learn, however, that the volume is the work of one who has been long and respectably known as a labourer in the field to which it refers, Mr. Hiort, and with the expression of a caution against such manoeuvres (doubtless repented of by this time), we give it the publicity of our pages, and leave those who are interested in the matter to inquire for themselves into the merits of the particular terminal recommended. The foundation of the Association, so called, is made to rest on a series of papers in our pages, and these are constantly referred to throughout:—

"The philosophical principles involved in the imperfect as well as the primary and due action of chimneys, have been so skillfully and satisfactorily explained and demonstrated in the several communications inserted in various numbers of *THE BUILDER* journal, under the signature Tba,\* as to

\* *Vide THE BUILDER*, 9th Nov. and 7th Dec. 1850; 4th Jan. and 1st Feb. 5th and 19th April, 1851.

make it appear very desirable, and not at all impracticable, to realise that author's ideas, by devising some system that can be depended upon, and by means of which the public may be enabled to gain all the advantages and comforts of which they are at present deprived, owing to the malformation of chimneys, which are in general (particularly kitchen chimneys) built too small, or the openings of the fire-places made too large; obstructions in the smoke way also frequently occur at various turns in flues, which generally depending upon the judgment of the operative workman, are liable to be contracted in size. This defect may be too often observed at the top or outlet of chimneys, and the mortar-joints of the brickwork, especially those most exposed to the weather, are wide and of very perishable materials; the bricks also of modern-built houses are mostly of an inferior porous quality, and, consequently, not at all proper to be used in building chimneys."

The volume contains many useful practical suggestions, and, being acknowledged by Mr. Hiort, is entitled to consideration.

#### RUDIMENTARY ART INSTRUCTION.

"OUTLINE FROM OUTLINE."

UNDER the latter title has been published the first of four manuals of art-instruction for artisans and others, and for schools, by Mr. John Bell. Their object is to present to the student the rudiments of theory and practice in their simplest forms, so that conviction may follow study, without sacrificing time to system. It is intended as much for the carpenter, bricklayer, smith, &c. as for the art-workman, and will be found of great service, too, by those who cannot obtain the assistance of a master. Anxious as we have long been to place the rudiments of drawing (as a part of ordinary education) on somewhat the same footing as those of writing, we cordially recommend the general introduction of Mr. Bell's first manual.

#### Miscellaneous.

**THE BAYSWATER-ROAD.**—The Marble-arch, intended as an ornament to the West end of the town, is much injured in its appearance by the exhibition above it of the means employed for ventilating the part of it appropriated to the use of the police: on the east side of the arch the upper line is broken by a circular ventilator rising above it, and on the west side by a trap-door, generally standing open, and rising from 2 to 3 feet above the parapet. That the police, for their convenience and personal comfort should take this liberty may be passed over; but that those who have the care of our public monuments should allow such offensive intrusions to remain for months without correction is not creditable. The Bayswater-road, which joins the west end of Oxford-street, within a short distance of the arch, requires the road surveyor's attention. If this officer will stand in the centre of the road at this junction, and will look up Oxford-street, and up the Edgeware-road, and will then look down the Bayswater-road, sunk between a well-arranged Yorkshire-stone pavement (executed some years ago, by subscription, and laid in one regular line of declination from the corner of the Edgeware-road to Stanhope-place) on one side, and the dwarf-walled coping to the iron park paling on the other side, he will see the defective side in the form of the road; and as the present time is favourable for its correction, the carriage traffic being stopped by the Oxford-street repair, and the surplus material (now carting away by the contractor) being close at hand, it ought to be taken advantage of, so that the Bayswater-road approach to the metropolis may accord with the excellent lines of surface in this neighbourhood.—A. A.

**FALL OF TWO HOUSES AT BAYSWATER.**—On Saturday morning last, at an early hour, nearly the whole of two houses in course of erection near the bottom of Westbourne-grove fell into ruins; and on Monday morning a further portion, including a large share of a third house, also came down. Inquiry in all such cases ought to be made as to the causes of the failure.

\* London: Bogue, 1853.